

FILED

15 MAY -8 AM 11:44

CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
CLEVELAND

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

ANDREW L. MALONEY, JR.,

Defendant.

) INFORMATION

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)  
) **1 : 15 CR 174**

) CASE NO.

) Title 18, United States Code  
) Sections 201(b)(1)  
)  
)  
)

**JUDGE GAUGHAN**

The United States Attorney charges:

**GENERAL ALLEGATIONS**

At all times relevant:

1. The United States Postal Service ("Postal Service") was an agency of the United States Government engaged in the delivery of mail throughout the world. The Postal Service spent millions of dollars in procurement arrangements in the form of contracts, invoices, purchase orders, and oral agreements to deliver mail.
2. The Postal Service operated a Vehicle Maintenance Facility ("VMF"), which is a garage whose principal business was to maintain Postal Service vehicles.
3. The Postal Service and VMF operated in interstate commerce.

4. Kevin R. Hood ("Hood") was a Postal Service employee, working as the VMF manager at the Broadway Avenue, Cleveland, Ohio location. In that role, Hood had responsibility for awarding and monitoring Postal Service contracts.

5. As a Postal Service employee, Hood was prohibited from accepting cash and free repair work from Postal Service contractors and those seeking Postal Service business.

6. Defendant ANDREW L. MALONEY, JR. ("MALONEY") operated Andrews Auto Service, a vehicle repair company located in Cleveland, Ohio.

7. Andrews Auto Service operated in interstate commerce.

8. In or around 2011, MALONEY pursued vehicle repair work with the Postal Service. MALONEY asked Hood for advice on how to better position Andrews Auto Service to obtain a Postal Service contract. Hood suggested several changes that would increase Andrews Auto Service's chances of receiving Postal Service business.

COUNT 1

(Bribery of a Public Official, 18 U.S.C. § 201(b)(1))

The United States Attorney further charges:

9. Paragraphs 1-8 of this Information are re-alleged and incorporated by reference as if fully set forth herein.

**THE OFFENSE**

10. From on or about May 11, 2011, and continuing through in or around December 2013, the exact dates being unknown to the United States Attorney, in the Northern District of Ohio, Eastern Division and elsewhere, Defendant ANDREW L. MALONEY, JR. did, directly and indirectly, corruptly give, offer, and promise a thing of value, namely money, to Kevin R.

Hood, a public official, with intent to influence an official act, that is to secure and maintain Postal Service business for Andrews Auto Service.

It was part of the offense that:

11. In or around February 2012, Andrews Auto Service received a two-year vehicle maintenance and repair contract with the Postal Service valued at approximately \$250,000. Hood had oversight authority over that contract.

12. Andrews Auto Service, through MALONEY, gave Hood things of value, including money, in return for Hood helping Andrews Auto Service secure and maintain Postal Service business.

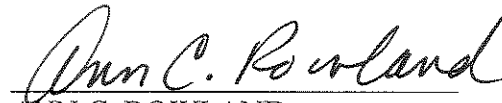
13. Andrews Auto Service received payment from the Postal Service for the work performed on Postal Service vehicles.

14. MALONEY continued to pay Hood to keep the Postal Service contract and to maintain volume. On one occasion, when Maloney missed a payment to Hood, Andrews Auto Service experienced a reduced volume in Postal Service repair work. Once Maloney made the payment, the volume resumed to its prior level.

All in violation of Title 18, United States Code, Section 201(b)(1).

STEVEN M. DETTELBACH  
United States Attorney

By:

  
ANN C. ROWLAND  
Deputy Chief, Criminal Division